

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				INITIALS / CONTROL NO.		1. REQUISITION NUMBER							
OFFEROR MUST COMPLETE BLOCKS 12, 17, 23, 24, & 30				AMT / 046554		N66604-4218-2073							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
						N66604-04-Q-6554		2004 OCT 12					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		FAX NUMBER		8. OFFER DUE DATE / LOCAL TIME					
		ADAM TUCHMAN		401-832-1909		401-832-4820		2004 NOV 09 2:00 PM					
9. ISSUED BY		CODE		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS					
Commercial Acquisition Department, Building 11		N66604		<input type="checkbox"/> UNRESTRICTED		<input type="checkbox"/> SEE SCHEDULE		<input type="checkbox"/> PURCHASE CARD					
Naval Undersea Warfare Center Division, Newport				<input checked="" type="checkbox"/> SET ASIDE: 100% FOR		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)							
Code 5911, Simonpietri Drive				<input checked="" type="checkbox"/> SMALL BUSINESS		13b. RATING		DO-C9					
Newport, RI 02841-1708				<input type="checkbox"/> HUBZONE SMALL BUSINESS		14. METHOD OF SOLICITATION							
				<input type="checkbox"/> 8(a)									
15. DELIVER TO:		CODE		NAICS: 339991		SIZE STANDARD 500 Empl.		<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
Receiving Officer, General Physics Services Corp.				16. ADMINISTERED BY		CODE		N66604					
312 Connell Highway				SEE BLOCK 9									
Newport, RI 02840				NO PARTIAL SHIPMENTS OR PAYMENTS ARE AUTHORIZED.									
MARK FOR:				DIRECT ALL PAYMENT INQUIRIES TO THE INDIVIDUAL IDENTIFIED ON PAGE 2.									
17a. CONTRACTOR / OFFEROR		CAGE CODE		18a. PAYMENT WILL BE MADE BY		CODE							
				Payment will be made by government purchase card, currently the Citibank Mastercard. At the time of shipment, or completion of services, contact the individual identified on page 2 to obtain the account number to be charged. Invoices and bankcard authorizations should be mailed to that individual at NUWC Receipt Control; Code 0221 Building 1176; Newport, RI 02841.									
POC/TELE. NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED		<input type="checkbox"/> SEE NOTE ABOVE							
DUNS NUMBER:													
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		SEE PAGE 2											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.													
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED <input type="checkbox"/> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: ALL ITEMS							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)						30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:													
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE						32c. DATE		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVT. REPRESENTATIVE					
32e. MAILING ADDRESS OF AUTHORIZED GOVT. REPRESENTATIVE						32f. TELEPHONE NUMBER OF AUTHORIZED GOVT. REPRESENTATIVE							
						32g. E-MAIL OF AUTHORIZED GOVT. REPRESENTATIVE							
33. SHIP. NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT		37. CHECK NUMBER					
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL							
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY									
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						42a. RECEIVED BY (Print)							
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER						42b. RECEIVED AT (Location)							
						42c. DATE REC'D (YY/MM/DD)							
						42d. TOTAL CONTAINERS							

SCHEDULE CONTINUATION

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Installation Tool, Oil Pump Seal in accordance with drawing 7054067, Attachment #1.	10	EA	\$ _____	\$ _____
0002	Tube, Lead-In Wire Guide, Afterbody in accordance with drawing 7054068, Attachment #1.	40	EA	\$ _____	\$ _____
0003	ATE Alternator Megohm Test Box in accordance with drawing 7054069 Rev. A, Attachment #1.	4	EA	\$ _____	\$ _____
0004	Brush in accordance with drawing 7054072-1, Attachment #1.	40	EA	\$ _____	\$ _____
0005	Brush in accordance with drawing 7054072-2, Attachment #1.	40	EA	\$ _____	\$ _____
0006	Brush in accordance with drawing 7054072-3, Attachment #1.	40	EA	\$ _____	\$ _____
0007	Lanyard Assy, Rotor Removal Tool in accordance with drawing 7054075, Attachment #1.	10	EA	\$ _____	\$ _____
0008	Lanyard Assy, Rotor Spiral Lock Inst. Tool in accordance with drawing 7054079, Attachment #1.	12	EA	\$ _____	\$ _____
0009	Exhaust Valve Plug in accordance with drawing 7054227, Attachment #1. (Change Note 3 of drawing to reflect the following: [Identification marking: Hot stamp "53711ASSY7054227" in .12 inch high characters in accord with SAE AS478. Locate on one of the side edges of the 3 lobe knob.]	500	EA	\$ _____	\$ _____
0010	Seal, Oil Pump Lip (Tuthill Corp. P/N OLABG94-7).	120	EA	\$ _____	\$ _____
	Shipping (if not included in above)	1	LO	\$ _____	\$ _____

- Notes:**
1. The drawings will not be exhibited on our web site. All drawings are on CR-R disc and can be obtained by sending your e-mail request to Adam Tuchman at TUCHMANAM@NPT.NUWC.NAVY.MIL citing RFQ N66604-04-Q-6554 and your JCP number. Please include your complete address, cage code and FEDEX #. Please see Attachment #4 about the JCP number.
 2. All requesters must agree to return the CD-R disc and Confidential drawing to Adam Tuchman at the address shown on Page 1, Block 9.
 3. Testing must be accomplished in accordance with the requirements of the primary drawing and all sub-components. Proof of satisfactory testing must be provided to the NUWC Div Newport.
 4. Only approved sources of supply, as specified in the drawings, or source approved by deviation, will be used. Proof of supplier and Certificates of Conformance will be provided to NUWC Div Newport.

DIRECT ALL PAYMENT INQUIRIES TO RECEIPT CONTROL:

Nancy Freeman @ 401-832-5953 or Barbara Asher @ 401-832-5955. Office Fax #401-832-3075.

DELIVERY SCHEDULE

(a) The Government requires delivery to be made according to the following schedule:

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
ALL	ALL	90 days

(b) The Government will consider offers that propose earlier delivery than the required delivery schedule. Offers that propose delivery that will not clearly fall within the delivery schedule specified above, will either be considered unacceptable, or a later delivery schedule will be negotiated with all offerors. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

MARKING OF SHIPMENTS - DEFENSE ITEMS

Marking shall be in accordance with MIL-STD-129 (see Attachment #2). Identification and packing shall be in accordance with MIL-STD-130L. Packaging per MIL-STD-2073-1D.

INSPECTION AND ACCEPTANCE - ORIGIN AND DESTINATION (HARDWARE) – (AUG 1999)

(a) Initial inspection and acceptance of the supplies being furnished shall be made by the designated Contract Administration Office Quality Assurance Representative (CAO-QAR) at the following Contractor's or subcontractor's plant: To be determined.

(b) If the contract provides for Government procurement quality assurance actions at origin, the place(s) designated for such actions may not be changed without authorization of the Procuring Contracting Officer.

(c) The Government requires advance notice of inspection per FAR 52.246-2, "Inspection of Supplies - Fixed Price, para. (i)(2). The contractor shall notify the CAO-QAR as follows:

- (1) CLINs/SCLINS: 0001 to 0010
- (2) Period of Advance Notice: 15 working days
- (3) Method of Advance Notice: In Writing

(d) Final inspection and acceptance of the furnished supplies shall be made at destination by the receiving activity designated in Page 1, Block 15.

(e) The receiving activity shall execute the acceptance certificate on the Material Inspection and Receiving Report (MIRR), DD Form 250 within thirty (30) days of receipt. The receiving activity shall forward the executed payment copy of MILSCAP Format Identifier PKN or PKP to the payment office within four working days (five days when MILSCAP Format is used) after final inspection and acceptance of the shipment. The receiving activity shall forward one executed copy of the final DD Form 250 to: the contract administration office cited Page 1, Block 16 of the contract award page (SF1449), with 1 copy to Receipt Control cited on Page 1, Block 18a and 1 copy to the contractor.

PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [*check applicable box*] to use one or more plants or facilities at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
County, State, Zip Code)

Name and Address of Owner and
Operator of the Plant or Facility
if other than offeror or respondent

THE FOLLOWING CLAUSES ARE APPLICABLE WHEN CHECKED:

- ☐ 52.204-2, SECURITY REQUIREMENTS, (AUG 1996)
- ☒ 52.204-7, REQUIRED CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
WITH DFARS 252.204-7004 (ALT A) (NOV 2003)
- ☒ 252.204-7000, DISCLOSURE OF INFORMATION (DEC 1991)
- ☒ 252.204-7003, CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- ☐ 252.204-7005, ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- ☐ 52.211-5, MATERIAL REQUIREMENTS, (AUG 2000)
- ☒ 52.211-15, DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
- ☒ 52.211-16, VARIATION IN QUANTITY, (APR 1984)
para.(b) fill-ins:
variation shall be limited to: zero percent increase, and zero percent decrease
variation shall apply to: all items
- ☒ 52.211-7003, ITEM IDENTIFICATION AND VALUATION, (JAN 2004)
para.(c)(1)(ii) fill-in: ... none ;
para (c)(1)(iii) fill-in: none
para.(c)(1)(iii) fill-in: none
- ☒ 52.213-4, TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JAN 2004)
Para. (c) fill-in: <http://www.arnet.gov/far/>
- ☐ 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)
fill-in: ...notice to the Contractor within ____.
- ☐ 52.217-7 OPTION FOR INCREASED QUANTITY-SEPARATELY PRICED LINE ITEM (MAR 1989)
fill-in: ...notice to the Contractor within ____.
- ☒ 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
- ☐ 252.225-7001, BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM, (APR 2003)
- ☐ 252.225-7002, QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
- ☐ 252.227-7013, RIGHTS IN TECHNICAL DATA -- NON-COMMERCIAL ITEMS, (NOV 1995)
- ☐ 252.227-7014, RIGHTS IN NON-COMMERCIAL COMPUTER SOFTWARE AND NON-COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
- ☐ 252.227-7019, VALIDATION OF ASSERTED RESTRICTIONS -- COMPUTER SOFTWARE (JUN 1995)
- ☐ 252.227-7030, TECHNICAL DATA - WITHHOLDING OF PAYMENT (MAR 2000)
- ☐ 252.227-7036, DECLARATION OF TECHNICAL DATA CONFORMITY (JAN 1997)
- ☐ 252.227-7037, VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
- ☐ 52.232-18, AVAILABILITY OF FUNDS, (APR 1984)
- ☒ 52.232-23, ASSIGNMENT OF CLAIMS (JAN 1986) - ALT I (APR 1984)
- ☐ 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION) (OCT 2003)

X 52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)

 X 52.243-1, CHANGES - FIXED PRICE (AUG 1987)

 X 252.243-7001, PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

 52.245-1, PROPERTY RECORDS, (APR 1984)

 52.245-2, GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)

 52.245-4, GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (JUN 2003)

 252.245-7001, REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

 52.246-1, CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

 52.246-16, RESPONSIBILITY FOR SUPPLIES (APR 1984)

 252.246-7000, MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

 NOTICE TO SUPPLIERS (FAR 52.213-3) (APR 1984)

This is a firm offer ONLY if your price does not exceed the maximum line item or total price in the schedule. Submit invoices to the contracting officer. If you cannot perform in exact accordance with this order, withhold performance and notify the contracting officer immediately, giving your quotation.

 PREPAID SHIPMENT - REIMBURSABLE TRANSPORTATION

The contractor shall prepay transportation charges subject to reimbursement by the government. Material will be delivered f.o.b. supplier's plant , with shipment to be made to destination(s) specified herein. The transportation cost is to be shown on the same invoice as supplies are billed but as a separate item. The contractor agrees to retain related transportation billings paid separately for a period of three years and to furnish such bills to the government when requested for audit purposes. For obligation purposes only, the transportation cost is estimated to be \$.

 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at by . The contractor shall notify the cognizant inspector when material is available for inspection. The place (or places) designated for quality assurance actions may not be changed without the written authorization of the contracting officer.

 PAYMENT FOR PUBLICATIONS WITHOUT INVOICE

It is hereby certified that the contractor refuses to submit a bill or invoice for the item(s) purchased hereunder, and accordingly, payment in advance is required. Payment by check will be made directly to the contractor by the paying office designated herein.

 **52.223-3, HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(JAN 1997)**

(a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

 MATERIAL (If none, insert "None")

 IDENTIFICATION NO.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
 - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources.

SOLICITATION PROVISIONS

The following provisions marked with an X apply to this solicitation:

 X **52.211-14, NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**
 ___ DX or X DO Rated Order

X AWARD CRITERIA

Award will be made to that responsible offeror proposing the lowest price for the supplies or services meeting the requirements of the solicitation.

LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>PAGES</u>
1	Drawing Matrix	1
2	Drawings (supplied on disk)	On Disk
3	Packaging and Marking Information	1
4	JCP Certification Program	1

OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

CONTRACTOR IDENTIFICATION:

DUNS number is: _____

CAGE code is: _____

Taxpayer Identification Number (TIN) is: _____

X 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) – ALT I (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is set forth on the front page of the solicitation.

(2) The small business size standard is set forth on the front page of the solicitation.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

X **52.22-22, PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that -

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not, filed all required compliance reports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

X **52.22-25, AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

X **252.225-7000, BUY AMERICAN ACT -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)**

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product," have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item No.</u>	<u>Country of Origin</u>
----------------------	--------------------------

_____	_____
_____	_____

(3) The following end products are other foreign end products:

<u>Line Item No.</u>	<u>Country of Origin</u>
----------------------	--------------------------

_____	_____
_____	_____

Drawing Matrix and Applicable Drawings

[illegible]

Requisition Number N66604-4218-207C
Packaging and Marking Information

1. FOR ALL ITEMS:

Quantity Unit Pack - **QUP = 1**

Preservation Methods - **PRES MTHD = 33** (Greaseproof-waterproof bag, sealed)

Packaging procedure- **PACK MTHD=AE** (Seal or plug all openings)

Cleaning Procedure - **CLNG/DRY = 0**

Preservation Material - **PRESV MAT = 00**

Wrapping Material - **WRAP Mat = XX**

Cushing & Dunnage - **CUSH/DUNN MAT = AD** (Cushion, anchor, block or brace IAW MIL-STD-1186)

Thickness of Cushing - **CUSH/DUNN THKNESS = X** (As required to protect the item)

Unit Container - **UNIT CONT = 10** (any suitable container in table J.VII)

Optional Procedure Indicator - **OPI = O** (Option can be exercised if it does not increase package size, weight or cost)

Intermediate Container - **INTRMDTE CONT = XX**

Intermediate container quantity - **INTRMDTE CONT QTY = AAA** (Max of 100, not over 40 lbs, not greater than 1.5 Cu Ft)

Pack Code (Over packaging) **PACK CODE = U** (Package suitable for carrier i.e. UPS, motor freight, postal service, etc.)

SPECIAL MARKING CODE = 00 (No special marking)

DOD BAR CODE MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129 (LATEST REVISION), MARKING AND BAR CODING IAW AIM BC1.

UNITED STATES / CANADA JOINT CERTIFICATION PROGRAM

The Joint Certification Program (JCP) established the eligibility of a U.S. or Canadian contractor to receive technical data governed by DoD Directive 5230.25. This Directive sets forth policies, procedures and responsibilities for the withholding of unclassified technical data from public disclosure. DoD Directive 5230.24, a companion directive, establishes the distribution marking system for DoD-controlled technical documents. The U.S. / Canada Joint Certification Program is managed by the U.S. / Canada Joint Certification Office (JCO). The JCO, a common jointly staffed office, is located at the Defense Logistics Information Service (DLIS), 74 Washington Avenue North, Battle Creek, MI 49017-3084 (Tel. 800-352-3572) and online at www.dlis.dla.mil/jcp/. The JCO receives and processes certification forms submitted by U.S. and Canadian contractors that wish to obtain access to unclassified technical data disclosing critical technology under the control of, or in the possession of DoD. To become certified, U.S. contractors must submit a completed DD Form 2345 to the JCO. Canadian contractors may submit either a completed DD Form 2345 or DSS-MAS 9739 for certification. However, a DD Form 2345 shall be used when a Canadian contractor intends to request access to DoD-controlled technical data. In addition, a copy of the firm's State/Provincial Business License, Incorporation Certificate, Sales Tax Identification Form other documentation which verifies the legitimacy of the company must accompany all DD Forms 2345.

As the drawings required for this solicitation are stamped "Distribution D", they can only be provided to firms which have already been certified by the JCP, which can be proven through provision of the assigned JCP number. No drawings will be provided to uncertified firms.